The weight of authority seems to be opposed to the doctrine laid down in the principal case, most states holding that the ownership of the fee in the streets is a good defence to an action brought against the municipality by an abutting property owner for the destruction of trees in the street in front of his premises. *Gaylord v. King,* 142 Mass. 495; *Castleberry v. Atlanta,* 74 Ga. 164; *Tate v. Greenboro,* 114 N. C. 392. And in *Baker v. Normal,* 81 Ill. 108, it was held that where the fee in the highway is in the municipality the abutting owner obtains no title to the trees even though he planted and cares for them. On the other hand some jurisdictions hold that although a property owner has no claim or control over trees growing in the highway as against the municipality, yet as against third persons injuring or destroying them he may recover. *Rockford G., L. & C. Co. v. Ernst,* 68 Ill. App. 300; *Lovejoy v. Campbell,* 16 S. D. 231. It is well settled that where the abutting owner has the fee in the highway the timber and grass growing thereon are his exclusive property, and he may maintain an action for damage to them. *Barclay v. Howell's Lessee,* 6 Pet. 498; *Woodruff v. Neal,* 28 Conn. 165; *Bolling v. Mayor of Petersburg,* 3 Rand. 563; *Phifer v. Cox,* 21 Ohio St. 248. But as a general rule it is held that a town may cut down trees that obstruct travel, or are dangerous to health, without being liable. *Winter v. Peterson,* 24 N. J. L. 524; *Bills v. Belknap,* 36 Iowa 583; *Wellman v. Dudley,* 78 Me. 29.

GUARANTY—CONTRACT—CONSIDERATION.—J. I. CASE THRESHING MACH. CO. V. PATTERSON, ET AL., 125 S. W. 287 (Ky.).—*Held,* that where an agent of a seller of machinery on being notified by the seller that the intended buyer was insolvent agreed, in order to make the sale, to guarantee the purchase-money notes of the buyer on condition that the buyer should not know of the guaranty, and the condition was performed, the guaranty of the agent, though signed after delivery to the buyer and the delivery of his notes to the seller, was supported by a valid consideration. Nunn, C. J., *dissenting.*

It is essential to a valid contract of guaranty that there be a sufficient legal consideration. *Cowles v. Peck,* 55 Conn. 251. Such consideration may consist of any act in the nature of a benefit to the guarantor or to any person at his request, *Williams v. Marshall,* 42 Barb. (N. Y.) 524; or may consist merely of a detriment to the guarantee. *Ferst v. Blackwell,* 39 Fla. 621. It is well established that if the contract of guaranty is made at the same time as the principal contract the one consideration is sufficient to support both the principal and collateral contracts. *Jones v. Kuhn,* 34 Kan. 414; *Parker v. Wetherell,* 44 Ill. App. 95. Moreover, the fact that the contract of guaranty was executed a short time subsequent to the carrying out of the principal contract, does not invalidate the collateral transaction if it was executed pursuant to an understanding had before the performance of the principal contract and was a material inducement to the parting of value by the creditor. *Standley v. Miles,* 36 Miss. 434. But where the guarantor derives no benefit from the principal contract and the contract of guaranty is made at so long a time subsequent to the execution of the principal contract that it cannot be

said to have been a part of it and the creditor has taken no action to his prejudice in reliance upon the guaranty there must be a new and independent consideration to support it. *Peck v. Harris,* 57 Mo. App. 467.

HUSBAND AND WIFE—INJURY TO WIFE—LOSS OF CONSORTIUM—ACTION BY HUSBAND.—BOLGER V. BOSTON ELEVATED RY. CO., 91 N. E., 389 (Mass.).—*Held,* that where a wife received injuries while a passenger on a street car, resulting in her death, and the husband as administrator, recovered for the injury and conscious suffering by her, he could not maintain a separate action for his loss of consortium.

This decision is contrary to the weight of authority. It was held that the husband might recover pecuniary compensation for the loss of consortium, and the expenses to which he was put by reason of her injuries. *Chicago & M. Electric Ry. Co. v. Krempel,* 116 Ill. App. 253; *Washington & G. R. Co. v. Hickey,* 12 App. D. C. 269. In some jurisdictions the actions have been expressly separated, the right for consortium and expenses to which he was put going to the husband and the right of action for the injury going to the wife, or her estate. *Ohio & M. Ry. Co. v. Cosby,* 107 Ind. 32; *Kelley v. N. Y. N. H. & H. Ry. Co.,* 168 Mass. 308. It was held that the husband could sue for the loss of the wife's society between her injury and death, even though it was a very brief period. *Nixon v. Ludlam,* 50 Ill. App. 273. The case in point directly overrules one of the same court where it was held that the husband might sue for the loss of services, consortium and expenses to which he might be put, while she might sue on a separate account. *Duffee v. Boston Elevated Ry. Co.,* 191 Mass. 563.

JUSTICES OF THE PEACE—APPEAL BONDS—DISQUALIFICATION OF SURETIES.—HINES V. INTERNATIONAL HARVESTER CO. OF AMERICA, 66 S. E. 989 (GA.).—*Held,* that where the surety on a bond for a purchase-money attachment in a justice's court is the sole surety on the appeal bond given by the plaintiff in the attachment case, the appeal bond is a nullity, and it cannot be amended at the hearing of the appeal by the addition or substitution of other surety.

The execution and filing of an appeal bond, recognizance, or other security is generally a condition precedent to an appeal from the judgment of a justice of the peace. *Mann v. Lowry,* 58 Miss. 73. The nature of the security to be given on such appeal bond is controlled by statutes whose requirements must be observed in order to confer jurisdiction upon the appellate court. *Brown v. Brown,* 12 S. D. 380. A party to the appeal is usually declared to be an incompetent surety on the appeal bond. *Baumbach v. Cook,* 2 Tex. Civ. App., 100. And likewise in some jurisdictions attorneys are also disqualified from becoming sureties. *Hudson v. Smith,* 111 Iowa 411. But upon the question, whether one who has previously signed some bond made necessary in the action prior to the appeal, is a competent surety on the appeal bond, the decisions are not harmonious, some holding that such surety is not competent, *Osborn v. Hughes,* 93 Ga. 445; and others holding that he is competent. *Witten v.*